(above space reserved for recorder	(abov	e space	reserved	for	recorder
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OFF-SITE PARKING COVENANT

THIS OFF-SITE PARKING COV	ENANT (this "Covena	<u>int</u> ") is made effective as of this ("Grantor")
with an address of	, , , , ,	, on the
following terms and conditions:		,
	RECITALS:	
WHEREAS, Grantor is the fee approximately acres and located Cincinnati, County of Hamilton, State of "A" attached barate and made a part barae	d at Ohio, which is more p	in the City of articularly described on Exhibit
"A" attached hereto and made a part hereo	i (the <u>Principal Use P</u>	remises);
WHEREAS, the Principal Use Pren	mises contains a	;
WHEREAS, the Principal Use Predemark () fewer spaces than is requ		
WHEREAS, Grantor is required additional parking to serve the Principal accommodated on the Principal Use Premi	Use Premises, and suc	
WHEREAS, in accordance with desires to provide off-site parking spaces six hundred (600) feet of the Principal Userantor and located atCounty of Hamilton, State of Ohio, which hereto and made a part hereof (the "Parking of County	to exclusively serve the Use Premises on that of is more particularly de	e Principal Use Premises within certain real property owned by in the City of Cincinnati
WHEREAS, the Parking Property		
District, which does not allow the use of the	ne Parking Property for	off-site parking by-right; and

WHEREAS, the City of Cincinnati has determined that in accordance with Cincinnati Zoning Code Section 1425-15(c), the Parking Property may be used for off-site parking for the exclusive benefit of the Principal Use Premises; provided that Grantor records a covenant in title to the Parking Property in the real estate records of Hamilton County, Ohio declaring, among other things, that the Parking Property be used exclusively by Grantor, its employees, agents, contractors, invitees and licensees, and by the tenants located on the Principal Use Premises and their respective guests and invitees (collectively, "Invitees"), for off-site parking exclusively serving the Principal Use Premises, on the terms and conditions set forth herein.

AGREEMENT:

NOW THEREFORE, in consideration of the issuance by the City of Cincinnati of any necessary approvals for the redevelopment of the Principle Use Premises and for the parking area to be established on the Parking Property, Grantor, on behalf of itself, its successors and assigns, hereby covenants as follows:

- 1. <u>Recitals</u>. The above recitals are hereby incorporated by reference as if fully rewritten herein.
- 2. <u>Use</u>. The Parking Property shall be used and maintained exclusively for vehicular parking for the Invitees, and for no other reason, in accordance with the terms and conditions of this Covenant.
- 3. <u>Applicable Laws</u>. At all times, the Parking Property shall be used, maintained and operated exclusively by Grantor and in accordance with all applicable laws, rules, ordinances and regulations, including, without limitation, the City of Cincinnati Zoning Code, as hereafter amended from time to time.
- 4. <u>Successors; Termination</u>. This Covenant is permanent and shall run with the land and inure to and be binding on Grantor, its successors and assigns; provided, however, that if the Parking Property is no longer used as set forth in Section 2 above, then this Covenant shall automatically terminate and shall be of no further force or effect and no off-site parking shall no longer be permitted on the Parking Property. Except as set forth in the preceding sentence, this Covenant shall not be terminated, rescinded, or in any way revoked without the prior written consent of the Director of the Department of City Planning and Buildings (the "<u>Director of City Planning</u>") for the City of Cincinnati, and any written termination or revocation of this Covenant that is not accompanied by a signed written consent of the Director of City Planning for the City of Cincinnati shall be void *ab initio* and of no force or effect. Grantor acknowledges that the use of the Parking Property for parking is wholly dependent upon the City of Cincinnati's approval, for which this Covenant serves as consideration, and is permitted only because the Principal Use Premises and the Parking Property are under common ownership by Grantor, and, therefore, (a) if the Covenant is terminated, or (b) upon such time that the Principal Use

Premises and the Parking Property are no longer under common ownership, then the City of Cincinnati's approval to use the Parking Property for parking shall automatically be deemed to be revoked and any use of the Parking Property for parking shall be deemed to be a violation of the City of Cincinnati Zoning Code, unless such use is then permitted by the City of Cincinnati Zoning Code or other express written approval of the Director of City Planning for the City of Cincinnati, and any continued parking on the Parking Property shall in no way be considered a non-conforming use.

- 5. <u>Amendments</u>. Any modifications or amendments to this Covenant regardless of their materiality shall be made only with the prior written consent of the City of Cincinnati.
- 6. <u>No Partnership or Joint Venture</u>. Nothing contained herein shall be deemed to create a partnership or joint venture between Grantor and the City of Cincinnati.
- 7. <u>Governing Law</u>. This Covenant shall be governed by the laws of the City of Cincinnati and the State of Ohio.

[Remainder of page intentionally left blank.]

This Covenant is executed by Grantor	to be effective as of the day of	, 201
	GRANTOR:	
	By:	
	Name: Its:	
CITATIE OF OHIO		
STATE OF OHIO : SS:		
COUNTY OF HAMILTON :		
BE IT REMEMBERED, that on	the, 201_, before	re me the
subscriber, a notary public in and for said	county, personally appeared	
of	, a(n) whic	h is the
of	, a(n)	
and acknowledged the signing thereof to b	be his voluntary act and deed on behalf of sa	id limited
liability companies.		
IN TESTIMONY WHEREOF, I	have hereunto subscribed my name and at	ffixed my
notarial seal on the day of year last aforesa	id.	
	Notary Public, Hamilton County, Ohio	
	My commission expires:	
APPROVED AS TO FORM:		
Assistant City Solicitor	_	

This instrument prepared by:

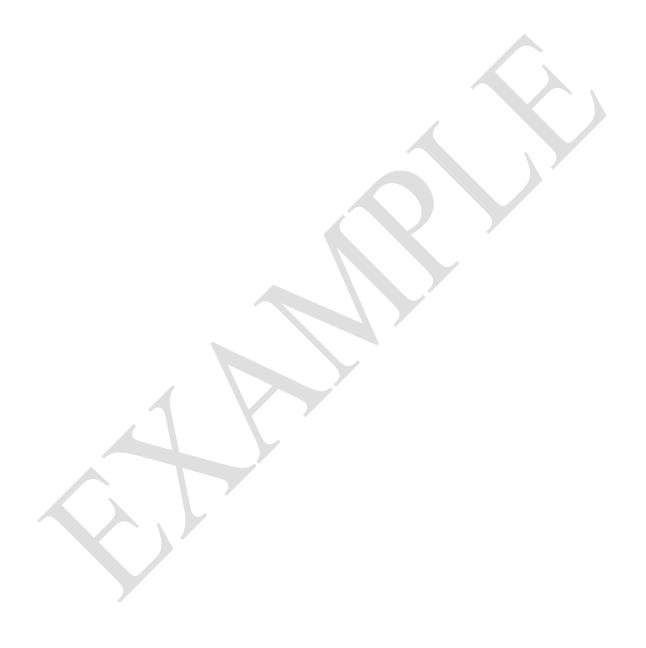


EXHIBIT A

(Legal Description of Principal Use Premises)

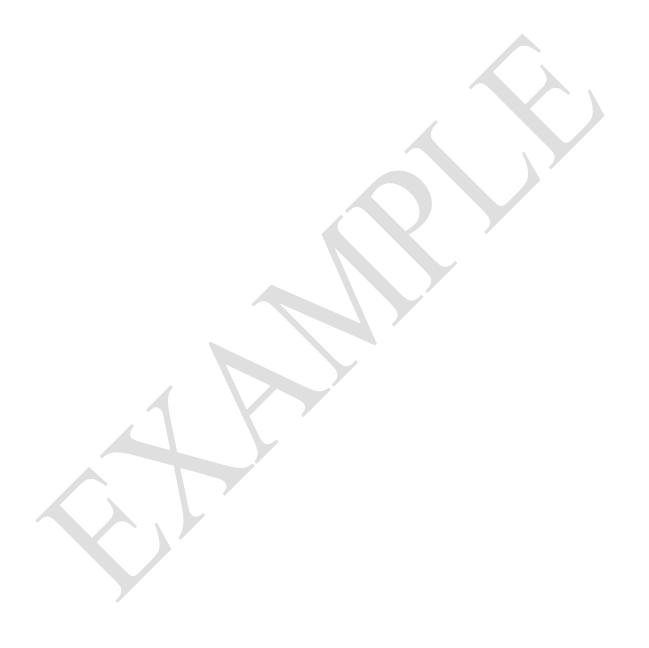


EXHIBIT B

(Legal Description of the Parking Property)

